

天津港保税区国际贸易服务有限公司  
TJFTZ INTERNATIONAL TRADE SERVICE CO., LTD.

FAX: 022-58218329

TEL: 022-58218318

## 售货合约 SALES CONTRACT

正本  
(ORIGINAL)

买方: TIANCHENG CHEMPHARM INC.U.S.A.  
855 CONKLIN STREET SUITE S  
FARMINGDALE, NY 11735

合约编号: 13TBT-E-0009  
Contract No. 13TBT-E-0009

Buyers:

卖方: 天津港保税区国际贸易服务有限公司

Sellers: TJFTZ INTERNATIONAL TRADE SERVICE CO., LTD.  
Address: No.38 Yuanhang Road, Tianjin Binhai New Area  
Comprehensive Bonded Area, 300308, China

日期: 2013/12/16

Date: DEC 16, 2013

签约地: 天津

Place: TIANJIN, CHINA

双方同意按下列条款由买方购进卖方售出下列商品:

The Buyers agree to buy and the Sellers agree to sell the following goods on terms and conditions as set forth below:

(1) 货物名称及规格, 包装及装运唛头 Name of Commodity and Specifications, packing and Shipping Marks	2) 数量 Quantity	(3) 单价 Unit price	(4) 总价 Total Amount
CREATINE MONOHYDRATE 80MESH	2000kgs	\$5	\$10000
CREATINE MONOHYDRATE 200MESH	3000kgs	\$5	\$15000
BETAINE ANHYDROUS	4000kgs	\$80	\$320000
CREATINE HCL	9000kgs	\$15	\$135000
			FOB TIANJIN
		TOTAL	\$480000
		(装运数量允许有 % 的增减) (Shipping quantity % more or less allowed)	

(5) 装运期限 2013/12/24

Time of Shipment: DEC.24.2013

(7) 目的口岸:

Port of Destination: NEW YORK, USA

(6) 装运口岸

Ports of Loading: XINGANG, TIANJIN, CHINA

(8) 保险 投保 由买方按发票金额 110% 投保

Insurance: Risks for 110% of invoice value.

(9) 付款条件

Terms of Payment: T/T 90 DAYS

A. 采用不可撤消信用证, 信用证须遵守国际商会 UCP500 出版物之规定, 该信用证须于 \_\_\_\_\_ 日到达卖方, 并将于 \_\_\_\_\_ 日在中国到期, 否则, 卖方有权撤消合同及就因此造成的损失, 向买方提出索赔。

A. By an irrevocable letter of credit issued in accordance with ICC UCP NO.500. The covering L/C must reach the Seller and is to remain valid until \_\_\_\_\_ in China, failing which the Sellers shall reserve the right to cancel this Contract and to claim from the Buyer for the losses resulting there from.

B. 其它付款方式:

B. By other means: BANK INFORMATION:

BANK NAME: CHINA MERCHANTS BANK

TIANJIN TEDA SUBBRANCH

SWIFT CODE: CMBCCNBS391

USD A/C: 122904 1987 32901

(10) 背页所列条款为本合同不可分割部分

All the terms and conditions overleaf form an integral part of this sales contract.

买方: TIANCHENG CHEMPHARM INC.U.S.A.

卖方: 天津港保税区国际贸易服务有限公司

The Buyers

The Sellers...

天津港保税区国际贸易服务有限公司

请在本合同签字后寄回一份存档  
Please sign and return one copy for our file

条款

TERMS:

- (1) 异议:品质异议须于货到目的口岸之日起 30 天内提出,数量异议须于货到目的口岸之日起 15 天内提出.但均须提供经卖方同意的公证行的检验证明.如责任属于卖方者卖方于收到异议 20 天内答复买方并提出处理意见.

QUALITY/QUANTITY DISCREPANCY: In case of quality discrepancy, claim should be filed by the Buyers Within 30 days After the arrival of the goods at port of destination, while for quantity discrepancy claim should be filed by the Buyers within 15 Days after the arrival of the goods at port of destination. In all cases, claims must be accompanied by Survey Reports of Recognized Public Surveyors agreed to by the Sellers..Should the responsibility of the subject under claim be found to rest on the part of the Sellers, the sellers shall, within 20 days after receipt of the claim, send his reply to the Buyer together with suggestion for Settlement.

- (2) 信用证内应明确规定卖方有权多装或少装的百分数, 并按实际装运数量议付。(信用证之金额应较本售货合约的金额增加相应的百分数。)

The sellers reserve the option of shipping the indicated percentage more or less than the quantity hereby contracted, and the Covering letter of Credit shall be negotiated for the amount covering the value of quantity actually shipped.(The Buyers are Requested to establish the L/C in accord with the indicated percentage over the total value of the order as per this Sales Contract.)

- (3) 信用证内容须严格符合本售货合约的规定, 否则修改信用证的费用由买方负担卖方亦不负因修改信用证而延误装运的责任。并保留因此而发生的一切损失的索赔权。

The contents of the covering Letter of Credit shall be in strict accordance with the stipulations of the sales Contract:: in case of Any variation there of necessitating amendment of the L/C, the Buyers shall bear the expenses for effecting the amendment. The Sellers shall not be held responsible for possible delay of shipment resulting from awaiting the amendment of L/C, and reserve The right to claim from the Buyers compensation for the losses resulting therefrom.

- (4) 除经约定保险归买方投保者外, 由卖方投保。如买方须增加保险及或须加保其他险可于装船前提出, 经卖方同意后代为投保, 其费用由买方负担。

Except in cases where the insurance is covered by the Buyers as arranged, insurance is to be covered by the Sellers. If insurance For additional amount and/or for other insurance terms is required by the Buyers, prior notice to this effect must reach the Sellers before shipment and is subject to the Sellers' agreement, and the extra insurance premium shall be for the Buyers' account

- (5) 商品检验:产地证明书或由中国\_\_\_\_\_所签发的品质数量/重量检验证,为作品质数量/重量的交货依据。

INSPECTION: The Certificate of Origin and / or the Inspection Certificate of Quality/Quantity/Weight issued by \_\_\_\_\_ Shall be taken as the basis for the shipping quantity/quantity/weight.

- (6) 因人力不可抗拒事故, 使卖方不能在本售货合约规定期限内交货或不能交货, 卖方不负责, 但是卖方必须立即以传真通知买方。如果买方提出要求, 卖方应以挂号函向买方提供由中国国际贸易促进会或有关机构出给的证明, 证明事故的存在。买方不能领到进口证不能被认为系属人力不可抗拒范围。

The Sellers shall not be held responsible if they owing to Force Majeure causes fail to make delivery within the time Stipulated in this Sales Contract or cannot deliver the goods. However the Sellers shall inform immediately the Buyers by fax. The Sells shall deliver to the Buyers by registered letter, if it is requested by the Buyers, a certificate issued by the China Council for The Promotion of International Trade or by any competent authority, certifying to the existence of the said cause or causes. Buyer' failure to obtain the relative Import Licence is not to be treated as Force Majeure.

- (7) 仲裁:一切因执行本合同所发生或与本合同有关之争执, 双方应友好协商解决。如协商不能解决时, 应提出中国国际经济贸易仲裁委员会, 按照申请仲裁时该仲裁委员会现行有效的仲裁规则进行仲裁, 仲裁地点在中国天津, 仲裁委员会的裁决为终局裁决, 对双方均有约束力, 仲裁费用除非仲裁委员会另有解决外, 均由败诉方负担。

ARBITRATION: All disputes in connection with this contract or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the two parties, the case under dispute shall be submitted to China international Economic and Arbitration Commission for arbitration, in accordance with the commission's arbitration Rules in effect at the time of applying for arbitration shall take place in Tianjin. The decision made by the Arbitration Commission shall be accepted as final and binding upon both parties. The fee for arbitration shall be borne by the losing party unless otherwise awarded.

- (8) 附则:

本合同卖方受委托方委托签定此售货合同, 如因委托方责任造成此合同不能履行或不能按期交货或货到后发现质量/数量问题与合同规定不符, 买方应直接与委托方接洽解决。对此, 卖方不承担任何责任。

Remarks:

The Seller of this contract is entrusted to sign this contract. In case the contract can not be executed or the shipment can not be made on time or the quality / quantity of the arrived goods be found not in conformity with those stipulated in the contract owing to the Entrusting Party's faults, the Buyer shall contact the Entrusting Party for settlement directly and the Seller will not bear any responsibility.

# 公 证 书

(2017)津西青公经字第 31 号

申请人：天津港保税区国际贸易服务有限公司，住所：  
天津空港经济区综合保税区远航路 38 号。

法定代表人：蒋蕾，女，一九七五年四月十八日出生，  
公民身份号码：12010719750418304X。

委托代理人：袁昊宸，男，一九九二年七月五日出生，  
公民身份号码：120103199207056419。

公证事项：复印件与原件相符

兹证明前面的复印件与袁昊宸出示给本公证员的文件原  
件相符。

中华人民共和国天津市西青公证处

公证员 沈英



IV00475021

NOTARIAL CERTIFICATE

(2017) JinXiQingGongJingZi No.31

Applicant: TPFTZ INTERNATIONAL TRADE SERVICE Co., Ltd., domicile:  
No.38, Yuanhang Road, Comprehensive Bonded Area, Tianjin Airport Economic  
Area, Tianjin.

Legal representative: Jiang Lei, female, born on April 18, 1975, ID Card No.:  
12010719750418304X.

Agent: Yuan Haochen, male, born on July 5, 1992, ID Card No.:  
120103199207056419.

Issue under notarization: Duplicated Copy in Conformity with the Original  
Copy

This is to certify that the above-mentioned duplicated copy is in conformity  
with the original copy of document which Yuan Haochen showed to the Notary.

Notary: Shen Yi  
XiQing Notary Public Office of  
Tianjin  
The People's Republic of China  
May 10, 2017

| V00475023

# 公 证 书

(2017)津西青公经字第 32 号

申请人：天津港保税区国际贸易服务有限公司，住所：  
天津空港经济区综合保税区远航路 38 号。

法定代表人：蒋蕾，女，一九七五年四月十八日出生，  
公民身份号码：12010719750418304X。

委托代理人：袁昊宸，男，一九九二年七月五日出生，  
公民身份号码：120103199207056419。

公证事项：译本内容与原本内容相符

兹证明前面的(2017)津西青公经字第 31 号《公证书》英  
文译本内容与该公证书中文原本相符。

中华人民共和国天津市西青公证处

公证员

沈轶



IV00475022

NOTARIAL CERTIFICATE

(Translation)

(2017)JinXiQingGongJingZi No.32

Applicant: TPFTZ INTERNATIONAL TRADE SERVICE Co., Ltd.,  
domicile: No.38, Yuanhang Road, Comprehensive Bonded Area, Tianjin Airport  
Economic Area, Tianjin.

Legal representative: Jiang Lei, female, born on April 18, 1975, ID Card No.:  
12010719750418304X.

Agent: Yuan Haochen, male, born on July 5, 1992, ID Card No.:  
120103199207056419.

Issue under notarization: Translated Contents in Conformity with Those of  
Original Copy

This is to certify that the contents of the aforementioned translated English  
text of "Notarial Certificate" No.: (2017)JinXiQingGongJingZi No.31 are in  
conformity with those of the Chinese original copy.

Notary: Shen Yi

XiQing Notary Public Office of  
Tianjin

The People's Republic of China

May 10, 2017

LV00475024



People's Republic of China)  
Municipality of Beijing )  
Embassy of the United ) ss:  
States of America )

I, John Ryan  
Vice Consul, Consul/Vice Consul of the United States of America in Beijing, the People's Republic of China, duly commissioned and qualified, do hereby certify that Zheng Xiaoling, whose true signature and official seal are, respectively, subscribed and affixed to the foregoing document, was on the 02nd day of June, 2017, an officer of the Ministry of Foreign Affairs of the People's Republic of China, duly commissioned and qualified, to whose official acts faith and credit are due.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Embassy of the United States of America in Beijing, the People's Republic of China this 08th day of June, 2017.

A large, stylized handwritten signature of John Ryan is on the left. To its right, the text reads:  
John Ryan  
Vice Consul